

IN THE COURT OF COMMON PLEAS
BELMONT COUNTY, OHIO

2010 APR 14 PM 10 25

BELLAIRE TELEVISION CABLE CO., INC. :
64421 Hilltop Avenue :
Bellaire, OH 43906 :

Case No. 10CV182

Judge

and

RICHARD A. NOWAK :
P.O. Box 509 :
Bellaire, OH 43906 :

JURY DEMAND ENDORSED
HEREON

Plaintiffs,

STATE OF OHIO
BELMONT COUNTY

vs.

RANDY L. MARPLE, CLERK OF COURTS, DO
HEREBY CERTIFY THAT THE ABOVE IS A TRUE
AND CORRECT COPY OF THE ORIGINAL ON FILE
IN THIS OFFICE.

COMCAST OF ILLINOIS/OHIO/
OREGON, LLC

908 National Road
Bridgeport, OH 43912

and

c/o its Statutory Agent for Service of Process :
CT Corporation System :
1300 East Ninth Street :
Cleveland, OH 44114 :

RANDY L. MARPLE, CLERK OF COURTS
BY R. L. Marple DEPUTY

Defendants.

COMPLAINT

Plaintiffs, Bellaire Television Cable Co., Inc. and Richard A. Nowak, for their
Complaint against defendant Comcast of Illinois/Ohio/Oregon, LLC, state and allege as
follows:

PARTIES

1. Plaintiff, Bellaire Television Cable Co., Inc. ("Bellaire"), is a corporation incorporated in the State of Ohio, located and doing business in Belmont County, Ohio, providing cable television, internet, and telephone service to county residents. Plaintiff Bellaire asserts Causes of Action One through Eight in this Complaint.

2. Plaintiff Richard A. Nowak ("Nowak"), is a resident of Belmont County and is President of Co-Plaintiff Bellaire Television Cable Co., Inc. Plaintiff Nowak asserts Causes of Action Nine and Ten in this Complaint.

3. Defendant Comcast of Illinois/Ohio/Oregon, LLC ("Comcast") is a corporation incorporated in the State of Delaware, registered to conduct business in Ohio as a Foreign Limited Liability Company, which has a business location in Belmont County, Ohio, and which does business in Belmont County providing cable television, internet, and telephone service to county residents.

FACTS

4. Throughout 2008, Bellaire and Comcast discussed the possibility of Comcast purchasing Bellaire.

5. On December 16, 2008, in order for Comcast to be best able to gauge the feasibility of such a purchase, Bellaire and Comcast entered into a Confidentiality and Non-Disclosure Agreement (attached as Ex. A), providing, *inter alia*, for Bellaire to

supply to Comcast certain information categorized as "non-public, confidential or otherwise proprietary in nature," and for such information, as well as Comcast's memoranda, notes or other documents concerning such information, to be confidential for two years, and for Comcast not to disclose such information during this time unless Bellaire were to issue prior written consent for Comcast to publicly disclose such information, or certain other circumstances occurred.

6. Presently, less than two years since December 16, 2008, with Bellaire not issuing any written consent to the public disclosure of such information, and with no other provision of the Confidentiality and Non-Disclosure Agreement permitting disclosure of such information, Comcast, contrary to the Agreement, has publicly disclosed portions of such confidential information.

7. As part of an attempt to drive Bellaire out of business by causing its customers to switch to Comcast, Comcast representatives, from November 2008 through the present, have falsely told Bellaire customers that Bellaire has gone out of business, or is going out of business, and that Comcast was or soon will be the sole provider of cable television, internet and telephone services in the customers' areas of service.

8. In at least one instance, a Comcast representative induced a Bellaire customer to change her cable television service to Comcast by falsely telling her that Comcast was "buying out" Bellaire and that the customer did not even need to contact Bellaire to discontinue service with it.

9. As part of its effort to drive Bellaire out of business, Comcast representatives have offered illegally low prices to induce Bellaire customers to switch service to Comcast.

10. On several occasions during or about November, 2008, representatives of Comcast entered the premises of plaintiff Nowak without consent and damaged his cable television line.

11. On November 7, 2008, representatives of Comcast entered the premises of plaintiff Nowak without consent and damaged property thereon, including cutting of a chain and lock from his fence and causing damage to his driveway and fence.

CAUSES OF ACTION

FIRST CAUSE OF ACTION (By Plaintiff Bellaire) (Breach of Confidentiality Agreement)

12. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

13. Comcast's actions in publicly revealing information described in the parties' Confidentiality and Non-Disclosure Agreement as "non-public, confidential or otherwise proprietary in nature," and thus not to be made public, constitutes a breach of the parties' Confidentiality and Non-Disclosure Agreement.

14. Comcast's breach of the parties' Confidentiality and Non-Disclosure Agreement entitles Bellaire to compensatory damages.

SECOND CAUSE OF ACTION (By Plaintiff Bellaire)
(Defamation-Slander)

15. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

16. The actions of Comcast representatives falsely telling Bellaire customers that Bellaire has gone out of business, or is going out of business, and that Comcast was or soon will be the sole provider of cable television, internet and telephone services in the customers' areas of service, are injurious to the reputation and earnings of Bellaire and constitute slander.

17. The false statements of Comcast representatives to Bellaire customers that Bellaire has gone out of business, or is going out of business, and that Comcast was or soon will be the sole provider of cable television, internet and telephone services in the customers' areas of service, were made with the speakers' knowledge of such statements' falsity and/or the speakers' reckless disregard for the truth or falsity of such statements.

18. Comcast's acts of slander toward Bellaire entitle Bellaire to compensatory damages, punitive damages, and attorneys' fees.

THIRD CAUSE OF ACTION (By Plaintiff Bellaire)
(Tortious Interference with Contract)

19. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

20. The actions of Comcast in a) falsely telling Bellaire customers that Bellaire has gone out of business, or is going out of business, and that Comcast was or soon will be the sole provider of cable television, internet and telephone services in the customers' areas of service; and b) offering illegally low prices to induce Bellaire customers to switch service to Comcast, constitute tortious interference with the contracts between Bellaire and its customers.

21. Comcast's acts of tortious interference with the contracts between Bellaire and its customers entitle Bellaire to compensatory damages, punitive damages, and attorneys' fees.

FOURTH CAUSE OF ACTION (By Plaintiff Bellaire)
(Violation of Ohio Deceptive Trade Practices, R.C. Chapter 4165)

22. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

23. The actions of Comcast in a) falsely telling Bellaire customers that Bellaire has gone out of business, or is going out of business, and that Comcast was or soon will be the sole provider of cable television, internet and telephone services in the customers' areas of service; and b) offering illegally low prices to induce Bellaire customers to switch service to Comcast, constitute violations of the Ohio Deceptive Trade Practices Act, R.C. 4165.01 *et seq.*

24. Comcast's violations of the Ohio Deceptive Trade Practices Act entitle Bellaire to compensatory damages, punitive damages, and attorneys' fees.

FIFTH CAUSE OF ACTION (By Plaintiff Bellaire)
(Violation of Ohio Common Law of Unfair Competition)

25. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

26. The actions of Comcast in a) falsely telling Bellaire customers that Bellaire has gone out of business, or is going out of business, and that Comcast was or soon will be the sole provider of cable television, internet and telephone services in the customers' areas of service; and b) offering illegally low prices to induce Bellaire customers to switch service to Comcast, constitute unfair competition in violation of Ohio common law.

27. Comcast's acts of unfair competition entitle Bellaire to compensatory damages, punitive damages, and attorneys' fees.

SIXTH CAUSE OF ACTION (By Plaintiff Bellaire)
(Violation of Federal Lanham Act, 15 U.S.C. § 1125)

28. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

29. The actions of Comcast in a) falsely telling Bellaire customers that Bellaire has gone out of business, or is going out of business, and that Comcast was or soon will be the sole provider of cable television, internet and telephone services in the customers' areas of service; and b) offering illegally low prices to induce Bellaire customers to

switch service to Comcast, constitute deceptive trade practices and unfair competition in violation of the federal Lanham Act, 15 U.S.C. § 1125.

30. Comcast's violations of the federal Lanham Act entitle Bellaire to compensatory damages, punitive damages, and attorneys' fees.

SEVENTH CAUSE OF ACTION (By Plaintiff Bellaire)
(Violation of Ohio Valentine Antitrust Act, R.C. Chapter 1331)

31. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

32. The actions of Comcast in offering illegally low prices to induce Bellaire customers to switch service to Comcast constitute predatory pricing in violation of the Ohio Valentine Antitrust Act, R.C. Chapter 1331.

33. Comcast's violations of the Ohio Valentine Antitrust Act entitle Bellaire to compensatory damages, punitive damages, and attorneys' fees.

EIGHTH CAUSE OF ACTION (By Plaintiff Bellaire)
(Violation of Federal Sherman Antitrust Act, 15 U.S.C. § 2)

34. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

35. The actions of Comcast in offering illegally low prices to induce Bellaire customers to switch service to Comcast constitute predatory pricing in violation of the federal Sherman Antitrust Act, 15 U.S.C. § 2.

36. Comcast's violations of the federal Sherman Antitrust Act entitle Bellaire to compensatory damages, punitive damages, and attorneys' fees.

NINTH CAUSE OF ACTION (By Plaintiff Nowak)
(Trespass)

37. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

38. The actions of Comcast in entering plaintiff Nowak's premises on several occasions during or about November, 2008, including November 7, 2008, without Nowak's consent, constitute trespass.

39. Comcast's acts of trespass upon Nowak's property entitle plaintiff Nowak to compensatory damages.

TENTH CAUSE OF ACTION (By Plaintiff Nowak)
(Damage to Property)

40. Plaintiffs incorporate and restate the allegations set forth at Paragraphs 1 through 11, above, as if fully rewritten herein.

41. The actions of Comcast of November 7, 2008 of cutting a chain and lock from Nowak's fence and causing damage to his driveway and fence, and on other dates during or about November 2008 of damaging Nowak's cable television line, constitute improper damage to Nowak's property.

42. Comcast's acts of improper damage to Nowak's property entitle plaintiff Nowak to compensatory damages.

WHEREFORE, plaintiffs pray that this Honorable Court award them the following relief against defendants:

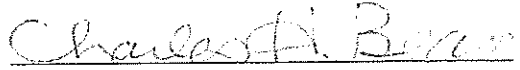
A. On Counts One through Eight, plaintiff Bellaire Television Cable Co., Inc. requests this Honorable Court award it compensatory damages of greater than \$25,000.00, punitive damages, attorneys' fees, interest, costs, and all other relief to which this Honorable Court deems it entitled;

B. On Counts Nine and Ten, plaintiff Richard A. Nowak requests this Honorable Court award him compensatory damages of greater than \$25,000.00, punitive damages, attorneys' fees, interest, costs, and all other relief to which this Honorable Court deems him entitled.

Respectfully submitted,



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*Counsel for Plaintiffs, Bellaire Television Cable
Co., Inc. and Richard A. Nowak*

JURY DEMAND

Plaintiffs request trial by jury on all claims herein.



Eric S. Bravo (0022038)

INSTRUCTIONS FOR SERVICE

To the Clerk of Courts:

Please serve defendant Comcast of Illinois/Ohio/Oregon, LLC a copy of the a copy of the foregoing **Complaint**, with Summons, by certified mail, return receipt requested, at the following addresses:

COMCAST OF ILLINOIS/OHIO/OREGON, LLC
908 National Road
Bridgeport, OH 43912

and

COMCAST OF ILLINOIS/OHIO/OREGON, LLC
c/o its Statutory Agent for Service of Process
CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114



Eric S. Bravo (0048564)